

This instrument was prepared by

385

(Name) FIRST AMERICAN BANK OF PELHAM

(Address) POST OFFICE BOX 100, PELHAM, ALABAMA 35124

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

ROBERT D. TOLBERT AND WIFE, PATRICIA TOLBERT

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

FIRST AMERICAN BANK OF PELHAM

(hereinafter called "Mortgagee", whether one or more), in the sum of Seventy-five Thousand Five Hundred Twenty-one and 20/100-----Dollars (\$), evidenced by a single payment note due on demand, but if no demand is made the note is due on July 8, 1986 with interest at 13.00%, including any and all advances thereunder and renewals thereof.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

ROBERT D. TOLBERT AND WIFE, PATRICIA TOLBERT

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

A parcel of land located in the NW 1/4 of the SE 1/4 of Section 25, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northeast corner of said Quarter-Quarter Section, thence in a westerly direction along the North line of said quarter-quarter section a distance of 787.45 feet; thence 92 degrees 40 minutes 04 seconds left in a southerly direction a distance of 586.01 feet to the point of beginning; thence continue along last described course, in a southerly direction a distance of 210.0 feet; thence 90 degrees right in a westerly direction a distance of 210.0 feet; thence 90 degrees right in a northerly direction a distance of 210.0 feet; thence 90 degrees right in an easterly direction a distance of 210.0 feet to the point of beginning.

ALSO: A 30 foot right of way for the purpose of ingress, egress and utilities, 15 feet on each side of the following described centerline; Commence at the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 25, Township 21 South, Range 3 West, Shelby County, Alabama; thence run West along the north line of said quarter-quarter section a distance of 787.45 feet; thence turn left 92 degrees 40 minutes 04 seconds a distance of 796.01 feet; thence turn right 90 degrees 00 minutes 00 seconds a distance of 210.0 feet; thence right 90 degrees 00 minutes 00 seconds a distance of 80.0 feet to the beginning of said centerline; thence turn left 57 degrees 26 minutes a distance of 43.0 feet; thence turn right 20 degrees 00 minutes a distance of 145.0 feet; thence turn left 31 degrees 32 minutes a distance of 42.0 feet; thence turn left 14 degrees 35 minutes a distance of 160.0 feet; thence turn left 05 degrees 17 minutes a distance of 107.0 feet, more or less, to the Easterly side of Shelby County Highway #12.

Situated in Shelby County, Alabama.

Said property warranted free from all incumbrances and any adverse claims, except as stated above.

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee; as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit; the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned

Robert D. Tolbert and wife, Patricia Tolbert

have hereunto set their signatures and seal, this 31st day of December, 1985.

Robert D. Tolbert (SEAL)

Patricia Tolbert (SEAL)

Patricia Tolbert (SEAL)

(SEAL)

THE STATE of Alabama

Shelby

COUNTY

Jo Ann Shockley

a Notary Public in and for said County, in said State,

hereby certify that

Robert D. Tolbert & Patricia Tolbert

whose names signed to the foregoing conveyance, and who are known to me acknowledged before me on this day,

being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of December, 1985

My Commission Expires December 6, 1987

Notary Public.

THE STATE of

COUNTY

a Notary Public in and for said County, in said State,

I, hereby certify that

whose name as of a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the

day of

19

Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1986 JAN -8 AM 8:49

JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax \$ 113.40

Deed Tax

Mineral Tax

Recording Fee 5.00

Index Fee 1.00

TOTAL \$ 119.40

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

MORTGAGE DEED

TO

Return to: